

SPECIAL PROVISIONS

CLOSURE CONSTRUCTION AT THE BENTON AND CHALFANT LANDFILLS

SECTION 1. SPECIFICATIONS AND PLANS

1.1 GENERAL

Unless otherwise stated, the work embraced herein shall be done in accordance with the Bid & Contract Documents, including these Special Provisions, and the General Prevailing Wage Rates established by the California Department of Industrial Relations and in effect on the date of this contract. Copies of the General Prevailing Wage Rates are available for review at the offices of the Mono County Department of Public Works.

In case of conflict between these Special Provisions, project plans, Standard Specifications, Standard Plans, or other portions of the Bid & Contract Documents, including the Invitation for Bids, Instructions to Bidders, and the Agreement, the Engineer shall determine which provision takes precedence and will be used in lieu of such conflicting portions.

1.2 DEFINITIONS AND TERMS

Where the following terms are used in the Bid & Contract Documents, or in any documents or other instruments pertaining to construction where these Special Provisions govern, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to the Bid & Contract Documents; Agreement; Performance Bond; Labor and Materials Payment Bond; any required insurance certificates; project plans; any addenda issued to bidders; Standard Plans and Standard Specifications.
- F. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- G. **CONTRACT TIME:** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- H. **COUNTY:** The County of Mono, a political subdivision of the State of California.

- I. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- J. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the Department to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- K. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- L. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- M. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- N. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- O. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on a previously-agreed-to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- P. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- Q. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- R. **STANDARD PLANS:** State of California Department of Transportation, 2006 edition of the Standard Plans for Construction of Local Streets and Roads.
- S. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2006 edition of the Standard Specifications for Construction of Local Streets and Roads.
- T. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- U. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Department to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- V. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- W. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

SECTION 2. DESCRIPTION OF WORK

2.1 GENERAL

The work to be done generally consists of the following:

CLOSURE CONSTRUCTION AT THE BENTON AND CHALFANT LANDFILLS

Project work generally includes the following tasks: site grading and earthwork, lined and unlined drainage ditches, drainage basins, access roads, revegetation, and erosion control, and such other items or details not mentioned above, that are required by the project plans, specifications, or these Special Provisions shall be performed, placed, constructed, or installed.

2.2 SITE LOCATION

The work will take place at two project sites: the Benton Landfill, located at 400 Christie Lane, approximately 0.4 miles east of its junction with US Highway 6 and State Route 120 in the community of Benton; and, the Chalfant Landfill, located at 500 Locust Street off Valley Road in the community of Chalfant. A map of the project sites relative to county boundaries is presented on Sheet 1 of the project plan set and in figures attached at the end of these Special Provisions.

2.3 SITE DESCRIPTION

The project sites are solid waste disposal facilities owned and operated by the County of Mono. Landfill operations have resulted in extensive surface disturbance with no ground cover or vegetation. Rough grading of final landfill surfaces was performed by the Mono County Department of Public Works upon landfill closure. These surfaces have been cleared of vegetation and provide the foundation upon which the Contractor's work will be performed. The topographic maps used as the basis for project plans show terrain that undulates and is much rougher than currently exists; site surfaces are now relatively uniformly graded.

The work area will remain closed to the public during construction. Although the landfill portion of each project site is no longer in operation, a small volume transfer station has been constructed outside the project area at each site. Daily operation of the transfer stations is performed under contract by Mammoth Disposal, Inc., of Mammoth Lakes, California. Their office may be contacted at 760.934.2201.

The Contractor is advised that no utilities, including power and water, exist at the project sites. A portable toilet is currently at each location for use by transfer station personnel; this is available for use by Contractor personnel.

2.4 SITE GEOLOGY AND SOILS

Limited site-specific data is available with respect to site soils and geology. Soils generally consist of sedimentary sands with gravel and cobbles. Geotechnical properties of surface soils and material available at the Benton Borrow Pit have been evaluated and copies of test results are attached at the end of these Special Provisions.

2.5 SITE ACCESS, USE OF PREMISES, AND HOURS OF WORK

- A. The Contractor shall have full use of the project sites for construction operations, including storage of equipment and materials to be used in or incorporated into the Work. The Contractor shall not be limited as to the day of the week or time of the day during which access is available. However, Work shall be limited to the hours between 7:00 am and 7:00 pm daily, including weekends and holidays.

- B. Access to each project site is controlled through perimeter fencing and locking entrance gate. The Contractor shall coordinate with the County for site access during the Project. Attention is directed to Title 27 of the California Code of Regulations with respect to site security requirements at solid waste landfills. The Contractor shall ensure that site security is sufficient to prevent unauthorized access during any period that the Contractor is on-site (and immediately upon departure) outside the standard hours of facility operation.
- C. Attention is directed to Section 7-1.16, "Contractor's Responsibility for the Work and Materials," of the Standard Specifications. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or, until final acceptance, the Work. The Contractor understands that the project sites are public disposal sites and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- D. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project sites at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.

2.6 OTHER PROJECTS

The Contractor is advised that other projects may be taking place at the site at the same time as this project. The Contractor will make every effort to coordinate his work with that of other contractors.

2.7 PROTECTION OF PROPERTY

Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on project plans or in these Special Provisions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

The Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project shall have been completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right after 48 hours of written notification to repair the damage and charge the Contract for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project sites as it pertains to the project. The Contractor shall provide signage, temporary protective fencing, or

covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.8 ENVIRONMENTAL PROTECTION

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.9 ENCOUNTERING SOLID WASTE

Although the County does not anticipate such based on site records, the potential exists that municipal solid waste may be uncovered by the Contractor during the progress of the work. Should this occur, it shall be reported immediately to the Engineer and further construction activities by the Contractor shall cease in the immediate vicinity of the affected area until the Engineer has had an opportunity to assess the situation and provide direction to the Contractor. Any potential adjustments to project requirements in the area where solid waste was encountered, including grading, will be decided under the direction of the Engineer.

2.10 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

2.11 ARCHAEOLOGICAL AND HISTORICAL FINDINGS

The Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement).

SECTION 3. PROJECT SCHEDULE

3.1 GENERAL

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the Standard Specifications. The first paragraph of Section 8-1.03 of the Standard Specifications is amended to read as set forth in (A) through (C), as follows:

- A. As the award of the contract by the County is a matter of public record, the Contractor will be considered to have received constructive notice that the contract is awarded by the County on the date that such action is taken by the County. The County may, but is not required to, send a timely written Notice of Award to the Contractor.
- B. The Contractor shall begin work within 14 calendar days after the date on which the contract is awarded by the County. For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Bid & Contract Documents and these Special Provisions, the Contractor's first Working Day shall be deemed to be the 15th calendar day after the date on which the Contract is awarded by the County.
- C. The Contractor shall diligently prosecute the Project to completion such that the entire project is complete, to the County's satisfaction, within 120 calendar days of commencing project work. Failure by Contractor to meet these time frames shall subject the Contractor to liquidated damages as specified herein.

3.2 AWARD AND EXECUTION OF CONTRACT

Section 3, "Award and Execution of Contract," of the Standard Specifications is replaced in its entirety by applicable provisions of the Invitation for Bids, the Instructions to Bidders, the Agreement, and these Special Provisions.

3.3 PRE-CONSTRUCTION CONFERENCE

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, project plans and specifications, special provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

3.4 PROSECUTION AND PROGRESS

The Contractor shall submit a progress schedule for the Engineer's approval within 14 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

3.5 ORDER OF WORK

The project sites are within a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the work or result in a hazardous condition.

3.6 LIQUIDATED DAMAGES, GENERAL

The County and Contractor (hereinafter, "Parties") acknowledge that the time allowed for completion of closure construction is limited by state solid waste regulations, that provision of reliable and timely services is of utmost importance to the County, and that the County has considered and relied on the Contractor's representations as to its ability and commitment to quality of service in entering this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure reliable and timely service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to meet project deadlines, the County will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the County will suffer. Therefore, without prejudice to the County's right to treat such non-performance as an event of default under the provisions of this Agreement, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor Initial Here: _____

County Initial Here: _____

3.7 LIQUIDATED DAMAGES, SPECIFIED

The Contractor shall pay to the County of Mono the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay in finishing the work to the County's satisfaction in excess of the number of calendar days prescribed above. The Contractor shall pay to the County of Mono the sum of one thousand dollars (\$1,000.00) per day for each and every calendar day's delay in finishing the work to the County's satisfaction in excess of 180 calendar days from the date work first commenced at either project site.

SECTION 4. PROJECT ADMINISTRATION

4.1 GENERAL

Attention is directed to Section 4-1.03, "Changes," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

4.2 OMITTED ITEMS

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such an item.

4.3 CONTRACTOR REPRESENTATION

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by other designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

4.4 CONTRACTOR PERSONNEL

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. The Contractor shall ensure that all workers have sufficient skill and experience necessary to perform properly the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide at all times sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the project plans, these Special Provisions, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed incompetent, disorderly, or otherwise objectionable by the County, shall be removed promptly by the Contractor and not reemployed on the Work.

4.5 METHODS AND EQUIPMENT

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract, plans, and these Special Provisions.

All equipment proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

4.6 PARTIAL PAYMENTS

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

4.7 RETENTION OF FUNDS

- A. In accordance with Section 22300 of the California Public Contract Code, 10 percent of each progress payment will be retained by the County to ensure satisfactory completion of the Contract.
- B. The Contractor may substitute securities for any moneys withheld by the County to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the Contract, securities shall be returned to the Contractor.
- C. Contractor may alternatively request, and the County shall then make, payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the County, pursuant to the terms of this section.
- D. Release of retention or otherwise held securities or funds will be made in accordance with the California Public Contract Code.

4.8 FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract, plans, and these Special Provisions, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

4.9 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due to him for work or materials not clearly provided for in the Contract, plans, these Special Provisions, or previously authorized as extra work, he shall notify the County in writing of his intention to claim such additional compensation 24 hours before he begins the work on which he bases the claim. If such notification is

not given or the County is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit his written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

4.10 WARRANTY AND GUARANTEE

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon him/her by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from Contractor negligence will be repaired or replaced by the Contractor at his/her own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor with the actual costs of such necessary labor and material, if, within 14 calendar days after mailing of a notice in writing to the Contractor or his/her agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 5. MATERIALS

5.1 BUY AMERICA REQUIREMENTS

Attention is directed to the “Buy America” requirements of the Surface Transportation Assistance Act of 1932 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel materials furnished for incorporation into the work on this project shall occur in the United States. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of steel or iron materials shall be considered a process subject to the “Buy America” requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, “Certificates of Compliance,” of the Standard Specifications, shall be furnished for all steel and iron materials. The Certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel prior to incorporating such materials into the work.

5.2 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS

Wherever, in these Bid & Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

5.3 REFERENCE TO SPECIFICATIONS AND TRADE NAMES

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the issue in effect on the date of submission of bids.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturer’s mentioned in these specifications shall be submitted by the Contractor to the County or his representative for approval within 14 calendar days following the Award of Contract to said Contractor.

5.4 STORAGE OF MATERIALS

Materials shall be so stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner’s or lessee’s permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the County.

SECTION 6. CONSTRUCTION DETAILS

6.1 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these Special Provisions.

The location where Project improvements are to be constructed will not be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

6.2 SANITARY, HEALTH, AND SAFETY PROVISIONS

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions are unsanitary, hazardous, or dangerous to his/her health or safety.

The Engineer and County shall have NO responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

6.3 CONSTRUCTION SITE NUISANCE

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

6.4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefore.

6.5 HIGHWAY CONSTRUCTION EQUIPMENT

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 7-1.02, "Load Limitations," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

6.6 PERMITS

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the plans and specifications are at variance therewith, the contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

6.7 CONSTRUCTION LAYOUT AND STAKES

The County shall establish horizontal and vertical control at each site consisting of two temporary benchmarks, an approximate 100-foot by 100-foot grid, and delineation of the waste footprint (i.e., areas to receive final cover) at corner points or deflection points along its perimeter. The grid layout at each of the project sites is presented in figures 3 and 4, attached at the end of these Special Provisions. In addition, the County will establish centerline staking at all beginning points, end points, begin of curve (BC), and end of curve (EC) for access roads and drainage channels.

The Contractor must establish all other layout required for the construction of the work. Such stakes and markings as the County may set for its own use or the Contractor's guidance shall be preserved by the Contractor. In the event Contractor's activities results in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

6.8 TESTING

Aside from materials testing and certifications required from the Contractor elsewhere in the Standard Specifications and these Special Provisions, the County will provide testing services for installed work.

6.9 CONTRACTOR QUALITY CONTROL

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. A copy of the Construction Quality Assurance Plan, which establishes project protocol for meetings, documentation, testing frequency, and criteria used to monitor the Contractor's conformance with project plans and specifications, is attached at the end of these Special Provisions.

6.10 INSPECTION OF THE WORK

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

6.11 RETEST OF WORK

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of these Special Provisions, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of Contractor, and such costs will be deducted from amounts due to the Contractor.

6.12 MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

6.13 WATERING

Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER – DO NOT DRINK".

Full compensation for developing a non-potable water supply, loading and transporting non-potable water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

6.14 CLEARING AND GRUBBING

Although it is not anticipated that major clearing and grubbing will be required for this Project, some minor removal of recent vegetation may be necessary within the project area. It will be necessary, however, for the Contractor to perform clearing and grubbing to prepare the work area for construction of the off-site trapezoidal diversion channel at the Chalfant Landfill and the northwestern-most portion of the trapezoidal diversion channel at the Benton Landfill.

6.15 EARTHWORK

Earthwork shall conform to the provisions in the Technical Specifications, the Construction Quality Assurance Plan, the Standard Specifications, and as presented on the project plans. The Contractor shall thoroughly inspect the site and shall satisfy himself as to the conditions to be encountered. No extra payment will be made for disposal of rock or unusable material, nor for import of fill material.

A minimum slope of three percent shall be attained on all final cover surfaces and grading shall ensure that a ponding condition does not exist. Although project plans indicate that grading may be required off-site, the project objective is to place two feet of compacted fill meeting project specifications over a prepared foundation within the limits identified to receive final cover at each project site. Beyond that, the contractor may slope the final cover at a slope not to exceed 3:1

(horizontal to vertical), and not to exceed 10 percent on access roads, provided that surfaces outside the limits of final cover is sloped to drain away from the final cover.

Excavation shall involve removing all material down to the grading planes shown on the project plans. Disposal of rocks or excess soil shall be coordinated with the County and Engineer.

Full compensation for earthwork shall be considered included in the prices paid for the various Contract Items of work involving earthwork to reach the grading planes specified and no additional compensation will be allowed therefor.

6.16 BID ITEM CLARIFICATION; MEASUREMENT & PAYMENT

BID ITEM 1 – MOBILIZATION

Work under this item will include the mobilization of all labor, materials, equipment, and incidentals necessary to complete the work as specified.

BID ITEM 2 – SURFACE PREPARATION

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to prepare the interim cover (i.e., foundation layer), including but not limited to clearing and grubbing as required, general soil fill import (if necessary) and minor grading to ensure positive drainage, scarifying, moisture-conditioning, and recompaction.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a per square foot basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.

BID ITEM 3 – FINAL COVER

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to construct the final cover, including but not limited to fill soil excavation, screening (if necessary), hauling, grading, moisture-conditioning, compaction, and transition to surrounding grades adjacent to final cover areas. Contractor shall include in the unit price for this bid item any fence removal and replacement deemed necessary to complete the work, except for that which is specifically called for on the project plans and covered under Bid Item 5.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a per square foot of final cover basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.

BID ITEM 4 – 12'-WIDE ACCESS ROADS

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to construct access roads, including but not limited to grading, base preparation, import of aggregate base material, moisture-conditioning, and compaction.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a linear foot basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.

BID ITEM 5 – REPLACE BARBED-WIRE FENCE

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to remove and replace perimeter barbed-wire fencing where required on project plans, including but not limited to disposal of removed fencing.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a linear foot basis and include all costs required to establish the lines indicated on project plans and no additional payment will be made therefor.

BID ITEMS 6, 8, & 10 – UNLINED V-DITCHES, SWALES, AND TRAPEZOIDAL CHANNELS

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to construct v-ditches, swales, and trapezoidal channels, including but not limited to excavation, removal and hauling of excess soil, finish grading, moisture-conditioning, and compaction. Contractor shall include in the unit price for this bid item any fence removal and replacement deemed necessary to complete the work, except for that which is specifically called for on the project plans and covered under Bid Item 5.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a linear foot basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.

BID ITEMS 7, 9, & 11 – LINED V-DITCHES, SWALES, AND TRAPEZOIDAL CHANNELS

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to construct rip-rap-lined v-ditches, swales, and trapezoidal channels, including but not limited to excavation, removal and hauling of excess soil, finish grading, moisture-conditioning, compaction, and installation of rip-rap and geotextile lining. Contractor shall include in the unit price for this bid item any fence removal and replacement deemed necessary to complete the work, except for that which is specifically called for on the project plans and covered under Bid Item 5.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a linear foot basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.

BID ITEMS 12 & 13 – RIP-RAP DISCHARGE APRONS, OTHER RIP-RAP AREAS

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to install rip-rap discharge aprons and other rip-rap areas, including but not limited to excavation, grading, moisture-conditioning, and subgrade compaction.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a square foot basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.

BID ITEM 14 – DRAINAGE BASINS

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to construct drainage basins, including but not limited to excavation, removal and hauling of excess soil, finish grading, moisture-conditioning, and compaction.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a per each basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.

BID ITEM 15 – PROCESSING PAD

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to construct the wood waste stockpile and processing pad at the Chalfant Landfill, including but not limited to grading, moisture-conditioning, and compaction.

Construction shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a per each basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.

ALTERNATE BID ITEM 16 – REVEGETATION

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to revegetate final cover surfaces, including but not limited to surface preparation, application of the seed mix, and initial watering of the surface following seed placement.

Completion shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a square foot basis and include all costs required to establish the application rates indicated in the Technical Specifications and no additional payment will be made therefor.

ALTERNATE BID ITEM 17 – WOOD CHIPS

Work under this item will include all labor, materials, equipment, and incidentals necessary to complete the work as specified to place the wood chip layer, including but not limited to loading and hauling the chips from existing stockpiles and placing the chips in a thin, uniform layer on all final cover surfaces.

Installation shall conform to the provisions in the Technical Specifications and as specified on the project plans.

Measurement and payment shall be made on a per square foot basis and include all costs required to establish the lines and grades indicated on project plans and no additional payment will be made therefor.